

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

UNITED STATES OF AMERICA
FOR THE USE AND BENEFIT OF
SUNBELT RENTALS, INC.,

Plaintiff,

v.

ALLIED TRADES INC.

and

UNKNOWN SURETY COMPANY NUMBER
ONE

UNKNOWN SURETY COMPANY NUMBER
TWO

Defendants.

Civil Case No.: 2:24-cv-06306-BHH

COMPLAINT

INTRODUCTION

Plaintiff, United States of America, for the Use and Benefit of Sunbelt Rentals, Inc. (“Sunbelt”), by and through counsel, files its Complaint against Defendants, Unknown Surety Company Number One (“Surety One”) and Unknown Surety Company Number Two (“Surety Two”). Accordingly, Sunbelt states:

NATURE OF THE ACTION

1. Sunbelt asserts a cause of action against Surety One to recover amounts due and owing to Sunbelt for work completed at the Control Command Center (“CCC”) located at 1066 3rd St., Hanahan, SC 29410 (the “CCC Project”).

2. Sunbelt asserts a cause of action against Surety Two to recover amounts due and owing to Sunbelt for work completed at the Shaw Air Force Base (“Shaw AFB”) located at 827 Dryden Way, Bldg 1904, Shaw AFB, SC 29152 (the “Shaw AFB Project”).

3. Sunbelt asserts a claim under the Miller Act, 40 U.S.C. § 3133, against Surety One for past-due amounts owed to Sunbelt subject to the payment bond (“CCC Bond”) issued for the CCC Project.

4. Sunbelt asserts a claim under the Miller Act, 40 U.S.C. § 3133, against Surety Two for past-due amounts owed to Sunbelt subject to the payment bond (“Shaw AFB Bond”) issued for the Shaw AFB Project.

PARTIES

5. Sunbelt is a North Carolina Corporation with its principal place of business at 1799 Innovation Point, Fort Mill, SC 29715.

6. Surety One’s corporate status and principal place of business is unknown. Sunbelt has made every effort to ascertain the true identity of Surety One by: 1) Contacting the Prime Contractor; 2) Requesting the information from the General Services Administration; and 3) Issuing a request pursuant to the Freedom of Information Act. To date, Sunbelt’s requests have gone unanswered.

7. Surety Two’s corporate status and principal place of business is unknown. Sunbelt has made every effort to ascertain the true identity of Surety Two by: 1) Contacting the Prime Contractor; 2) Requesting the information from the General Services Administration; and 3) Issuing a request pursuant to the Freedom of Information Act. To date, Sunbelt’s requests have gone unanswered.

JURISDICTION AND VENUE

8. Under 28 U.S.C. § 1331, this Court possesses original jurisdiction over Sunbelt's federal Miller Act claim.

9. Under 28 U.S.C. § 1391(b)(2) and 40 U.S.C. § 3133(b)(3)(B), venue is proper because the events and omissions giving rise to Sunbelt's claims occurred in South Carolina, where Sunbelt supplied Rental Equipment.

FACTUAL ALLEGATIONS

A. CCC PROJECT

10. Sunbelt is informed and believes that Leebcor Services LLC ("Leebcor") and the United States of America entered into a government contract (the "Prime Contract") for Leebcor to provide labor and materials for construction at the CCC Project site.

11. Sunbelt is further informed and believes that, in order to secure payment obligations on the CCC Project, Leebcor obtained the CCC Bond from Surety One.

12. Thereafter, upon information and belief, Allied Trades, Inc. ("Allied Trades") entered into a subcontract with Leebcor for work to be performed at the CCC Project site.

13. At the time Allied Trades and Leebcor entered into the subcontract, Allied Trades had a pre-existing contractual relationship with Sunbelt pursuant to an Application for Credit & Rental Agreement under which Allied Trades agreed to pay Sunbelt certain sums in exchange for the use of rental property owned by Sunbelt ("Rental Agreement"). A copy of the Application for Credit & Rental Agreement is attached hereto as **Exhibit 1**.

14. Pursuant to the terms of the Rental Agreement, Allied Trades requested and Sunbelt provided Allied Trades with construction equipment at the CCC Project, including but

not limited to the equipment detailed on the outstanding invoices sent to Allied Trades. A copy of these outstanding invoices are attached hereto as **Exhibit 2.**

B. SHAW AFB PROJECT

15. Sunbelt is informed and believes that Driven Contractors LLC (“Driven”) and the United States of America entered into a government contract (the “Prime Contract”) for Driven to provide labor and materials for construction at the Shaw AFB Project site.

16. Sunbelt is further informed and believes that, in order to secure payment obligations on the Shaw AFB Project, Driven obtained the Shaw AFB Bond from Surety Two.

17. Thereafter, upon information and belief, Allied Trades, Inc. (“Allied Trades”) entered into a subcontract with Driven for work to be performed at the Shaw AFB Project site.

18. At the time Allied Trades and Driven entered into the subcontract, Allied Trades had a pre-existing contractual relationship with Sunbelt pursuant to the Rental Agreement. See Exhibit 1.

19. Pursuant to the terms of the Rental Agreement, Allied Trades requested and Sunbelt provided Allied Trades with construction equipment at the Shaw AFB Project, including but not limited to the equipment detailed on the outstanding invoices sent to Allied Trades. A copy of these invoices are attached hereto as Exhibit 2.

COUNT I – BREACH OF PAYMENT BOND
(Unknown Surety Company Number 1)

20. Sunbelt incorporates its foregoing allegations in Paragraphs 1-19 as if fully set forth herein.

21. Sunbelt is within the class of claimants protected by the Bond because it has furnished Rental Equipment for the CCC Project for which it has not received payment. See Exhibit 2.

22. As a surety on the Bond, Surety One is jointly and severally liable with Allied Trades to pay Sunbelt for the Rental Equipment supplied to the CCC Project in the amount of at least \$32,000.00.

23. Surety One has failed to make payment to Sunbelt on its claim against Allied Trades.

24. Sunbelt is not now, and at no time during the term referenced above was, in breach of the Agreement entered into with Allied Trades.

25. Pursuant to 40 U.S.C. § 3133, Sunbelt has filed this action more than 90 days after the date on which Sunbelt performed the last of the labor for which this claim is made.

WHEREFORE, Plaintiff Sunbelt Rentals, Inc. respectfully requests that this Court enter judgment in favor of Sunbelt Rentals, Inc. and against Unknown Surety Company Number One for at least the amount of \$32,000.00, plus court costs, and any further relief this Court deems just and equitable.

COUNT II – BREACH OF PAYMENT BOND
(Unknown Surety Company Number 2)

26. Sunbelt incorporates its foregoing allegations in Paragraphs 1-19 as if fully set forth herein.

27. Sunbelt is within the class of claimants protected by the Bond because it has furnished Rental Equipment for the Shaw AFB Project for which it has not received payment. See Exhibit 2.

28. As a surety on the Bond, Surety Two is jointly and severally liable with Allied Trades to pay Sunbelt for the Rental Equipment supplied to the Shaw AFB Project in the amount of at least \$25,000.00.

29. Surety Two has failed to make payment to Sunbelt on its claim against Allied Trades.

30. Sunbelt is not now, and at no time during the term referenced above was, in breach of the Agreement entered into with Surety Two.

31. Pursuant to 40 U.S.C. § 3133, Sunbelt has filed this action more than 90 days after the date on which Sunbelt performed the last of the labor for which this claim is made.

WHEREFORE, Plaintiff Sunbelt Rentals, Inc. respectfully requests that this Court enter judgment in favor of Sunbelt Rentals, Inc. and against Unknown Surety Company Number Two for at least the amount of \$25,000.00, plus court costs, and any further relief this Court deems just and equitable.

Dated: November 1, 2024

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